



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
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**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 11, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#47 MAY 11, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **LOS ANGELES RIVER ECOSYSTEM RESTORATION STUDY MEMORANDUM OF UNDERSTANDING (SUPERVISORIAL DISTRICTS 1 AND 3) (3 VOTES)**

#### **SUBJECT**

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute a Memorandum of Understanding with the City of Los Angeles for the Los Angeles River Ecosystem Restoration Study.

#### **IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that Phase II of the Los Angeles River Ecosystem Restoration Study is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute a Memorandum of Understanding with the City of Los Angeles for the Los Angeles County Flood Control District to contribute \$130,000 toward the City of Los Angeles' share of the costs to complete Phase II of the Los Angeles River Ecosystem Restoration Study being prepared by the U.S. Army Corps of Engineers.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to find that Phase II of the Los Angeles River Ecosystem Restoration Study (Study) is exempt from the California Environmental Quality Act (CEQA) and to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to execute, on behalf of the LACFCD, a Memorandum of Understanding (MOU), substantially similar to the enclosed, with the City of Los Angeles (City).

On April 21, 2006, the U.S. Army Corps of Engineers (Corps) and the City entered into a cost-sharing agreement to complete the Study. The Study will evaluate the feasibility of site-specific projects within an approximate 9-mile reach of the Los Angeles River between the confluence of the Verdugo Wash and 1st Street that will have multiple objectives in the areas of flood protection, water conservation, water quality, recreational enhancements, and ecosystem restoration. The City agreed to act as the local sponsor and fund 50 percent of the costs associated with the Study through cash and in-kind services.

The main purpose of the MOU is to establish a partnership with the City to allow the LACFCD to contribute toward the City's funding requirements of the cost-sharing agreement to complete the Study. Although this portion of the Los Angeles River is operated and maintained by the Corps, the LACFCD is the underlying fee owner of certain portions of the river in this reach.

The Study and resulting projects are anticipated to further the goals of both the Los Angeles River Master Plan adopted by your Board in 1996 and the City's 2007 River Revitalization Master Plan.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3) by developing partnerships to effectively leverage our resources and using a collaborative effort to complete the Study. The Study will have multiple benefits for the residents by examining and recommending improvements including flood protection, water conservation, water quality, recreation, and ecosystem restoration.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. The current planned Study is estimated at a total cost of \$9,710,000. The City's total local cost for the Study is \$4,855,000. The LACFCD will fund \$130,000, and the remainder will be funded by the City.

Funding for this project is included in the Fiscal Year 2009-10 Flood Control District Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The objectives and purposes of the LACFCD are flood protection and water conservation. Additionally, the Los Angeles County Flood Control Act (LACFCA) specifically authorizes the LACFCD "to remove, carry away and dispose of any rubbish, trash, debris or other inconvenient matter that may be dislodged, transported, conveyed or carried by means of, through, in, or along the works and structures operated or maintained hereunder and deposited upon the property of said district or elsewhere" (LACFCA, Section 2, paragraph 11) and "to . . . enhance . . . its properties . . . for the protection, preservation, and use of the scenic beauty and natural environment for such properties . . ." (LACFCA, Section 2, paragraph 15).

As indicated above, the Study will evaluate the feasibility of specific multibenefit projects and thereby assist the LACFCD in furthering these objectives and in exercising these authorities.

The enclosed MOU has been reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The Study is statutorily exempt from the CEQA. The Study is a feasibility and planning study for possible future actions, which your Board has not approved, adopted, or funded and, therefore, is exempt from CEQA pursuant to Section 15262 of the CEQA Guidelines.

The Study is also categorically exempt from CEQA. The Study consists of basic data collection, research, experimental management, and resource evaluation activities, which do not result in a serious or major disturbance to an environmental resource and which are part of a study leading to an action that your Board has not yet approved, adopted, or funded. Therefore, the Study is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15306 of the CEQA Guidelines. In addition, the project is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current services.

Approval of the recommended action will benefit the LACFCD by providing a means of collaborating with the City to share intentions, goals, and plans concerning potential improvements and developments along the Los Angeles River within the City's boundaries.

### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Watershed Management Division.

The Honorable Board of Supervisors  
5/11/2010  
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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:GH:jtz

Enclosures

c: Chief Executive Office (Lari Sheehan)  
County Counsel  
Executive Office

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF LOS ANGELES, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as LACFCD), the CITY and the LACFCD each hereinafter referred to as a PARTY and collectively PARTIES.

### WITNESSETH

WHEREAS, the Los Angeles District of the U.S. Army Corps of Engineers (hereinafter referred to as CORPS) and the CITY entered into a cost-sharing agreement to complete the Los Angeles River Ecosystem Restoration Study (hereinafter referred to as STUDY); and

WHEREAS, STUDY is intended to identify opportunities to restore ecosystem value in portions of the Los Angeles River (hereinafter referred to as RIVER) that will be consistent with both the CORPS' mission and the vision for the RIVER as presented in the County of Los Angeles' 1996 Los Angeles River Master Plan; and

WHEREAS, STUDY is intended to identify opportunities to restore ecosystem value in portions of the RIVER that will be consistent with both the CORPS' mission and the vision for the RIVER as presented in the CITY'S 2007 Los Angeles River Revitalization Master Plan; and

WHEREAS, CITY and LACFCD recognize the need to improve Los Angeles region water quality, protect compatible beneficial uses, and help those receiving waters meet the State of California's regulations; and

WHEREAS, STUDY may also help achieve the water-quality objectives associated with urban runoff; and

WHEREAS, the total STUDY cost is Nine Million Seven Hundred Ten Thousand and 00/100 Dollars (\$9,710,000.00); and

WHEREAS, CITY'S share of the STUDY cost is 50 (fifty) percent of the total cost as established under the cost-sharing agreement with the CORPS. The CITY'S cost is Four Million Eight Hundred Fifty-five Thousand and 00/100 Dollars (\$4,855,000.00); and

WHEREAS, CITY is the lead applicant and the LACFCD is a cooperating entity for the specific purpose of providing cash funding in the amount of One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) for the completion of the STUDY; and

WHEREAS, CITY will provide the remainder of its 50 (fifty) percent share by in-kind services; and

WHEREAS, STUDY will be developed in accordance with the Project Management Plan (hereinafter referred to as PMP), which is a nonbinding document subject to change by the CORPS; and

WHEREAS, STUDY will include analytical and technical studies for the STUDY area as further defined in the PMP, for the purpose of evaluating and identifying projects for possible future implementation with CORPS' funding up to 65 (sixty-five) percent of the projects costs.

NOW, THEREFORE, and in consideration of the mutual benefits to be derived by PARTIES and of the promises herein contained, the PARTIES agree as follows:

(1) LACFCD AGREES:

- a. Provide One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) for the completion of the STUDY.
- b. Transfer One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) to CITY within thirty (30) days of the execution of this MOU by both PARTIES.

(2) CITY AGREES:

- a. Act on behalf of the PARTIES in all matters pertaining to the STUDY.
- b. Forward draft STUDY documents to the LACFCD to be reviewed in parallel with CITY'S review as follows:
  - (i) CITY shall submit draft STUDY review documents to the LACFCD upon receipt from the CORPS.
  - (ii) CITY shall notify the LACFCD of the date that comments on the draft STUDY review documents are due to the CORPS, and the LACFCD shall provide CITY with the LACFCD'S proposed comments no later than that date.
  - (iii) CITY shall include the LACFCD'S comments with the CITY'S comments to the CORPS, or provide the LACFCD with a written explanation of why any of the LACFCD'S comments were not included.
- c. Submit the CITY'S and the LACFCD'S comments on the STUDY to the CORPS on behalf of the PARTIES, subject to the provisions of this MOU.

- d. CITY shall furnish to the LACFCD a printed and an electronic copy of both draft and final STUDY reports.
- e. Provide funds for sponsor cost of the STUDY on an annual basis in accordance with the PMP.
- f. Furnish a final accounting of the cost of the STUDY to the LACFCD, upon the completion of the STUDY and receipt of final accounting from the CORPS.

(3) CITY AND LACFCD MUTUALLY AGREE AS FOLLOWS:

- a. The purpose of this MOU is to cooperatively and voluntarily participate in and jointly fund the STUDY.
- b. PARTIES shall cooperate fully with each other to attain the purposes of this MOU.
- c. In the case of a STUDY cost increase, no PARTY to this MOU shall be obligated to continue funding the STUDY beyond the amount specified in this MOU or be held responsible for completion of the STUDY. This MOU may be amended or modified by the PARTIES to adapt the scope of the STUDY or increase funding contributions to cover the cost increase.
- d. This MOU shall continue in effect for the study period, defined as ending when the Assistant Secretary of the Army, Civil Works Branch, submits the feasibility report to the Office of Management and Budget or five (5) years from the execution of this MOU unless earlier terminated or extended by written consent of both PARTIES to this MOU.
- e. Each PARTY shall indemnify, defend, and hold the other PARTY, including its special districts, agent, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such PARTY and its agents, officers, and employees in connection with the STUDY, including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, provided however that no PARTY shall indemnify the other PARTY for that PARTY'S own negligence or willful misconduct.
- f. All obligations under the terms of this MOU are subject to the appropriation of the resources and the timing of the appropriation by the Federal government to the CORPS.

- g. No PARTY shall have a financial obligation to the other PARTY under this MOU except as expressly provided herein.
- h. This MOU may be amended in writing with the signature of both PARTIES in the manner originally executed.
- i. Any notices, invoices, reports, correspondence, or other communication concerning this MOU shall be directed to the following, except that either PARTY may change the name or address by giving the other PARTY at least a ten (10)-day written notice of the new name or address:

LACFCD:

Mr. Gary Hildebrand, Assistant Deputy Director  
County of Los Angeles Department of Public Works  
Watershed Management Division, 11th Floor  
P.O. Box 1460  
Alhambra, CA 91802-1460

CITY:

Mr. Gary Lee Moore, City Engineer  
City of Los Angeles Department of Public Works  
Bureau of Engineering  
1149 South Broadway, 7th Floor  
Los Angeles, CA 90015

- j. PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt or liability on behalf of the other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of either PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of the other PARTY.
- k. This MOU shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each PARTY.
- l. This MOU shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- m. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this MOU shall not be affected and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.



- n. This MOU may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.
- o. PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting PARTY.
- p. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- q. The effective date of this MOU shall be the date of the last PARTY'S signature.

[illegible]

IN WITNESS WHEREOF, the PARTIES have executed this MOU as of the dates of their respective signatures.

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT,  
a body corporate and politic

By \_\_\_\_\_  
Chief Engineer

Date \_\_\_\_\_

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

CITY OF LOS ANGELES

By \_\_\_\_\_  
GARY LEE MOORE, City Engineer  
Bureau of Engineering

Date \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
JUNE A. LAGMAY  
City Clerk

Date \_\_\_\_\_

APPROVED AS TO FORM:

CARMEN A. TRUTANICH  
City Attorney

By \_\_\_\_\_  
KEITH W. PRITSKER  
Assistant City Attorney

Date \_\_\_\_\_